

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
DIVISION

Gerald Paul Huddleson

(Enter above the full name of the Plaintiff[s]
in this action.)

- vs -

Office of Comptroller
of Currency

Case No. _____
(To be assigned by Clerk
of District Court)

(Enter above the full name of ALL Defend-
ant[s] in this action. Fed. R. Civ. P. 10(a)
requires that the caption of the complaint
include the names of all the parties. Merely
listing one party and "et al." is insufficient.
Please attach additional sheets if necessary.

COMPLAINT

- I. State the grounds for filing this case in Federal Court (include federal statutes and/or U.S. Constitutional provisions, if you know them):

Permission From Office of Comptroller
of Currency



Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

May 23, 2011

Gerald P. Huddleson
29 Sydney Court
Rolla, MO 65401

Subject: Freedom of Information Act ("FOIA") Appeal No. 2011-00018

Dear Mr. Huddleson:

This responds to your appeal under the FOIA, 5 U.S.C. § 552, that was received on March 29, 2011. In this appeal, you raised various issues related to the OCC's consumer complaint process and related to the information you did and did not receive in response to your FOIA request received by the OCC on March 8, 2011.

Please be advised that the OCC's Consumer Assistance Group (CAG), with which you have been in communication over the past several years, is the appropriate unit to respond to consumer complaint issues. I understand that CAG has reviewed several consumer complaints on your behalf and has addressed your complaints consistent with OCC policy and procedure. Most recently, CAG addressed your case #01118298, which is the subject of this FOIA appeal.

Having reviewed this matter, we have determined that the one page of material withheld from you in response to your FOIA request should be provided to you. In addition, we have identified an additional eight pages of material responsive to your request, which we are also providing to you. No other materials responsive to your request have been located.

This response constitutes final agency action on your request and appeal. You may seek judicial review of this action in the district court of the United States in the district in which you reside, the district in which your principal place of business is maintained, the district in which you

II. Plaintiff, Gerald Paul Huddleson resides at
29 Sydney Court, Rolla, Phelps,
street address city county
Mo., 65401, 573-364-4543
state zip code telephone number

(if more than one plaintiff, provide the same information for each plaintiff below)

III. Defendant, Office of Comptroller of Currency lives at, or its business is located at
1301 McKinney Suite 3450, Houston, Houston,
street address city county
Texas, 77010-9550
state zip code

(if more than one defendant, provide the same information for each defendant below)

- IV. Statement of claim (State as briefly as possible the facts of your case. Describe how each defendant is involved. You must state exactly what each defendant personally did, or failed to do, which resulted in harm to you. Include also the names of other persons involved, dates, and places. Be as specific as possible. You may use additional paper if necessary):

See following pages

August 29,2011

Just over 9 years ago Christopher Cosey entered the victim's home and stole 15 blank checks, 5 which were forged and cashed on Bank of America and 10 on Central Federal Savings and Loan. Some were cashed at each place by Mr. Cosey and some by his cohorts. When her BAC account was overdrawn he went to Central S&L. We know that this happened because he did the same thing 1 year later, was caught in the act and taken by the police.

On October 10, 2002 five of us met at Central and determined it was forgery. Affidavits were signed and restitution was made by Central- no problem. Rolla police officer Carroll said he had notified BAC of the forgery and the bank would let us in even though the bank was closed for the day. Aunt Audrey was crippled, 92, had just all money emptied by forgery from both accounts and it was raining. We didn't go immediately to the bank, didn't know it was necessary. The local bank had nothing to do with it anyway, it was all handled through Tampa office.

As power of attorney I sought restitution for a couple of years and then later complained to no avail about the treatment we had received. The bank (Carolyn Saffle) had broken the law, ignored customer agreement, threatened severely and specifically, lied and ignored us. I have 12 copies on cancelled postal receipts for letters to others which were unanswered, due to her influence

In December of 2008 I appealed to the Office of Comptroller of Currency concerning the above sending 11 pages of documentation. The OCC never investigated, denied the charges or reported about them. Even though I made it clear that my concern was not about restitution but about conduct of bank their repeated answer was UCC Article 4-406. Both the bank and OCC stuck with their 60 day requirement but they never offered evidence that we didn't comply. The bank statement, police report and customer agreement prove we did comply. My charges should fall under the OCC duties.

I know the OCC did nothing about the charges because when I asked, under FOIA, for all documents supporting their decision all they sent were six letters from the bank, none about our charges, and nothing of ours.

I have over 100 pages of evidence and proof of our charges but the OCC must make some kind of response so I know what to supply.

Huddleson vs OCC

The OCC has shown no evidence of fulfilling its Constitutional duty as shown below.

- is the agency responsible for investigating and prosecuting acts of misconduct committed by institution-affiliated parties of national banks, including officers, directors, employees, agents and independent contractors (including appraisers, attorneys and accountants).

The Bank of America violated the law:

Bank nor OCC questioned or denied that they cashed forged checks.

The bank illegally charged for overdrafts.

§ 4-401. WHEN BANK MAY CHARGE CUSTOMER'S ACCOUNT.

- (a) A bank may charge against the account of a customer an item that is properly payable from that account even though the charge creates an overdraft. An item is properly payable if it is authorized by the customer and is in accordance with any agreement between the customer and bank.
- (b) A customer is not liable for the amount of an overdraft if the customer neither signed the item nor benefited from the proceeds of the item.
- (c) A bank may charge against the account of a customer a check that is otherwise properly

05-30	137.00	Check 6570
05-31	157.00	Overdraft Fee For Activity Of 05-29
05-31	165.60	Check #0000006568 - Paid 1st Presentment
05-31	45.78	Check 6567
05-31	20.00	Check 6569
06-03	484.00 +	Overdraft Fee For Activity Of 05-30
06-03	95.62	Check #0000006570 - Paid 1st Presentment
06-03	16.80	US Treasury 310 ;Des=soc Sec ;ID=486189832D SSA
06-03	20.00	Eff Date: 020603;Indn:Audrey S Smith
06-03	79.62	Check 6571
06-03	59.62	Overdraft Fee For Activity Of 05-31
06-04	39.62	Check #0000006567 - Paid 1st Presentment
	10.75	Overdraft Fee For Activity Of 05-31
	28.87-	Check #0000006569 - Paid 1st Presentment
		Check 6572

The Bank ignored conditions of customer agreement:

30 not make, tell us at once. If you do not tell us in writing within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if

unauthorized activity on your account (such as a missing deposit or a forged or altered check or other withdrawal order), call us immediately at the number for Customer Service on your statement. If you fail to notify us in a timely manner, your rights may be limited.

p. 30 If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. Remember, do not write your PIN on your card or

Either of us may waive any of our rights or the other's obligations under this agreement in a particular

It gives us great pleasure to write to you. First, to let you know that we appreciate your business. And second, to reaffirm our commitment to you. At Bank of America, we understand you have expectations of what your checking and credit card services should be. Our goal is simple — to exceed your expectations.

You expect to feel secure.

Your Bank of America credit card and check card come

• You expect to be heard.

We're listening. If you've had a great experience, let us

If you report to us that a forgery, alteration or other unauthorized transaction has occurred on your account, you agree to cooperate with us in the investigation and prosecu-

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Enclosed is one of the three specific and serious threats. Bank and OCC, through Carolyn Saffle mainly, but others through her influence, threatened, lied and ignored us for almost 3 & 9 years. The first letter received under the FOIA was June 14, 2004 and it told of a previous letter of their denial. There was no earlier letter which was referred to repeatedly. Also is enclosed 1 of 3 letters from Ms. Burriesci, all false. June 14, 2004

Audrey Smith
Elizabeth Dixon
→ 650 Salem Ave.
Rolla, Mo 65401-3409
Attention: Gerald Huddleston

Re: Claim number 21OCT2002-146515

Dear Ms. Smith:

A I am responding to a phone call received in this office on June 10, 2004 by Site Manager Ronnie Morris, requesting a resolution letter on the above referenced account. Based on this request, we are again supplying you information regarding our decision to not honor your claim for reimbursement, as previously disclosed to you verbally and in writing. *We never received any*

Due to advice from our Legal Department, we are demanding that you immediately cease and desist from any future contact and/or communication with Bank of America. This request extends to Bank of America nationally, meaning, you are not to have contact with any Bank of America office, whether it be in Missouri or any state. Furthermore, you are not to contact any officer, director, manager or employee of Bank of America.

Please be advised that this is the last time the company will address this issue with you. Any further attempts by you to contact Bank of America will be considered harassment for which we will seek law enforcement and court intervention.

Sincerely,

Carolyn Saffle
Assistant Vice President/Team Manager

We have made numerous attempts to convey to the customer our decision..... final letter was sent out to her on November 30, 2004. we trust this letter serves to explain our position regarding this matter. Bank of America consider this to be a closed issue and will not be responding to any further communications from Ms. Huddleston regarding this issue. Thank-you

Ingrid Burriesci
Executive Relations Officer

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8/30/05

RECEIVED
DEC - 1 2004

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The repeated and only response from the OCC, Article 4- 406 is not valid because our complaint is against the OCC's negligence, not the Bank. The Bank and OCC cited the customer agreement and the Article's provisions but didn't state that we didn't comply. It is not the main issue but the date on the bank statement, August 9, the 5 business day provision in the customer agreement and the October 10 police report date should prove we were in compliance .

§ 4-406. CUSTOMER'S DUTY TO DISCOVER AND REPORT UNAUTHORIZED SIGNATURE OR ALTERATION.

- (a) A bank that sends or makes available to a customer a statement of account showing payment of items for the account shall either return or make available to the customer the items paid or provide information in the statement of account sufficient to allow the customer reasonably to identify the items paid. The statement of account provides sufficient information if the item is described by item number, amount, and date of payment.
- (b) If the items are not returned to the customer, the person retaining the items shall either retain the items or, if the items are destroyed, maintain the capacity to furnish legible copies of the items until the expiration of seven years after receipt of the items. A customer may request an item from the bank that paid the item, and that bank must provide in a reasonable time either the item or, if the item has been destroyed or is not otherwise obtainable, a legible copy of the item.
- (c) If a bank sends or makes available a statement of account or items pursuant to subsection (a), the customer must exercise reasonable promptness in examining the statement or the items to determine whether any payment was not authorized because of an alteration of an item or because a purported signature by or on behalf of the customer was not authorized. If, based on the statement or items provided, the customer should reasonably have discovered the unauthorized payment, the customer must promptly notify the bank of the relevant facts.
- (d) If the bank proves that the customer failed, with respect to an item, to comply with the duties imposed on the customer by subsection (c), the customer is precluded from asserting against the bank:
 - (1) the customer's unauthorized signature or any alteration on the item, if the bank also proves that it suffered a loss by reason of the failure: and

Your Account at a Glance

Account Number	0102 0205 5769
Beginning Balance on 07-11-02.....	\$ 850.62
Deposits and Other Additions.....	+ 601.46
Checks Posted	- 976.91
Service Charges and Other Fees.....	- 80.00
Ending Balance on 08-09-02.....	\$ 395.17

47 = 10/16/02 Police report 10/10/02

PROBABLE CAUSE AFFIDAVIT

1. I, Clayton T. Carroll, upon my oath, state as follows;
2. I am a(n) certified, commissioned, municipal officer for the City of Rolla.
3. I have probable cause to believe that; Christopher Cosey did, on or about the 10th day of October 2002, commit the offenses of; Forgery

4. DOB: 5/7/1972

to determine the cause of the offense. You will be deemed to have received your statement five (5) business days after its date, absent

SSN: 493-78-7728

OCN:

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Relief: State briefly and exactly what you want the Court to do for you.

To require the OCC to get a response from Bank of America to my charges(violating the law and customer agreement and Carolyn Saffle (and others influenced by her) threatening, lying, and ignoring our formal written complaint. Is this covered by UCC Article 4-406

Require a bank statement on Carolyn Saffle's conduct.

Require the OCC to give their response to the bank's reply to the above.

Require the OCC to give their answer to our charges listed above.

Require the OCC to take proper action against the bank.

VI. MONEY DAMAGES:

- A) Do you claim either actual or punitive monetary damages for the acts alleged in this complaint?

YES ☒

NO ☐

- B) If your answer to "A" is YES, state below the amount claimed and the reason or reasons you believe you are entitled to recover such money damages:

COURT costs & legal fees

- VII. Do you maintain that the wrongs alleged in the complaint are continuing to occur at the present time?

YES ☒

NO ☐

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 26 day of August, 2011

Gerald Paul Huddleston

Signature of Plaintiff(s)